

Case 1:15-cv-01081-ARR-LB Document 60 Filed 01/10/17 Page 1 of 6 PageID #: 328

FILED  
IN CLERK'S OFFICE  
U.S. DISTRICT COURT E.D.N.Y.

2015-009993

JAN 12 2017

Dahmenbury

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

BROOKLYN OFFICE

x

ENRIQUE RAMOS,

STIPULATION OF  
SETTLEMENT

-against-

MAUREEN ENGELS and MICHAEL VILA,  
employees of the New York City Police  
Department,

15 CV 1081 (ARR) (LB)

The Clerk of Court is requested  
to close the file.

Defendants.

Signed. ✓

S/ (ARR)

KDT  
1/11/17

WHEREAS, plaintiff commenced this action by filing a complaint on or about February 23, 2015, an Amended Complaint on or about April 7, 2015, and a Second Amended Complaint on or about July 6, 2016, alleging that the defendants violated plaintiff's federal civil rights; and

WHEREAS, defendants Officer Maureen Engels and Officer Michael Vila have denied any and all liability arising out of plaintiff's allegations; and

WHEREAS, the parties now desire to resolve the issues raised in this litigation, without further proceedings and without admitting any fault or liability; and

WHEREAS, plaintiff has authorized his counsel to settle this matter on the terms set forth below;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, as follows:

1. The above-referenced action is hereby dismissed against defendants, with prejudice, and without costs, expenses, or attorneys' fees except as specified in paragraph "2" below.

Case 1:15-cv-01081-ARR-LB Document 60 Filed 01/10/17 Page 2 of 6 PageID #: 329

2. The City of New York hereby agrees to pay plaintiff Enrique Ramos the sum of Two Thousand Five Hundred (\$2,500.00) Dollars in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees. In consideration for the payment of this sum, plaintiff agrees to dismissal of all the claims against the defendants Officer Maureen Engels and Officer Michael Vila and to release defendants Officer Maureen Engels and Officer Michael Vila; their successors or assigns; and all past and present officials, employees, representatives, and agents of the City of New York or any entity represented by the Office of the Corporation Counsel, from any and all liability, claims, or rights of action alleging a violation of plaintiff's civil rights and any and all related state law claims, from the beginning of the world to the date of the General Release, including claims for costs, expenses, and attorneys' fees.

3. Plaintiff shall execute and deliver to the City of New York's attorney all documents necessary to effect this settlement, including, without limitation, a General Release based on the terms of paragraph "2" above and an Affidavit of Status of Liens. Prior to tendering the requisite documents to effect this settlement, Medicare-recipient plaintiffs must obtain and submit a final demand letter from Medicare for the reimbursement of any conditional payments made by Medicare for any injury or condition that is the subject of this lawsuit. A Medicare Set-Aside Trust may also be required if future anticipated medical costs are found to be necessary pursuant to 42 U.S.C. § 1395y(b) and 42 C.F.R. §§ 411.22 through 411.26.

4. Nothing contained herein shall be deemed to be an admission by the defendants that they have in any manner or way violated plaintiff's rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules or regulations of any department or subdivision of the City of New York. This stipulation shall not

Case 1:15-cv-01081-ARR-LB Document 60 Filed 01/10/17 Page 3 of 6 PageID #: 330

be admissible in, nor is it related to, any other litigation or settlement negotiations, except to enforce the terms of this agreement.

5. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York or any agency thereof.

6. Plaintiff agrees to hold harmless defendants regarding any liens or past and/or future Medicare payments, presently known or unknown, in connection with this matter. If conditional and/or future anticipated Medicare payments have not been satisfied, defendants and the City of New York reserve the right to issue a multiparty settlement check naming Medicare as a payee or to issue a check to Medicare directly based upon Medicare's final demand letter.

7. This Stipulation of Settlement contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation of Settlement regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: New York, New York  
11/21, 2016

MATTHEW S. FLAMM  
*Attorney for Plaintiff*  
26 Court Street, Suite 600  
Brooklyn, New York 11242

By: Matthew S. Flamm 11/19/16  
Matthew S Flamm  
*Attorney for Plaintiff*

ZACHARY W. CARTER  
Corporation Counsel of the  
City of New York  
*Attorney for Defendants Engels and Vila*  
100 Church Street, 3<sup>rd</sup> Floor  
New York, New York 10007

By: Richard Bahrenburg  
Richard Bahrenburg  
*Assistant Corporation Counsel*